

3. Jurisdiction and venue for this Court exists under 28 USCA §1332(a)(2) in that Plaintiff DDG is deemed a citizen of the State of Maryland, and the Defendant Rikaz is a citizen of a foreign state, namely the Kingdom of Saudi Arabia, and because the principal amount in controversy exceeds \$75,000.00.

4. Further, pursuant to Section 6.8 of the herein defined Contract by and between the Plaintiff DDG and the Defendant Rikaz, the Plaintiff and Defendant agreed, *inter alia*, “Venue and jurisdiction shall be in Baltimore, Maryland, USA.”

Facts in Support of Judgment

5. The Plaintiff and Defendant are parties to that certain Contract entitled “Design Services Agreement Between Owner and Architect for: Schematic Design Services, Tenant Design Criteria” for the Life Park Mall Project, located in Dammam, Kingdom of Saudi Arabia and dated November 10, 2020 (the “Contract”). A copy of the Contract is attached hereto as Exhibit 1 and incorporated herein by reference.

6. Pursuant to the Contract, DDG provided certain professional design and planning services to the Defendant in connection with the Defendant’s proposed project to design and construct the “Life Park Mall” project in Dammam, Kingdom of Saudi Arabia (the “Project”).

7. Pursuant to the Contract, the total compensation to be paid to DDG for its services was \$301,000.00 (U.S. Dollars). Contract, §5.1.

8. In accordance with the Contract, DDG began to provide its services to Rikaz in the summer of the year 2020, and continued to provide its services until December 2021, at which time Rikaz wrongfully terminated the Contract.

9. As a result of the Services provided by DDG, Rikaz remains indebted to DDG in the principal amount of \$119,285.00 (U.S. Dollars), representing Rikaz’s non-payment of DDG’s

invoices dated June 15, 2021 and August 15, 2021, respectively. A copy of DDG's Statement of Account, together with copies of DDG's outstanding invoices are attached hereto as Exhibit 2.

10. Pursuant to the terms of the Contract, §5.6, Rikaz was obligated to pay DDG within thirty (30) days of receipt of DDG's invoices for its services and/or reimbursable expenses. Contract, §5.6.

11. DDG has made written demand upon the Defendant for payment, however, despite demand, as of June 30, 2022, Defendant had failed to pay the June and August 2021 invoices, and as such, was in arrears and did not cure said arrears.

12. Pursuant to the terms of the Contract, all amounts not paid within thirty (30) days were to be subject to a late payment interest charge at the rate of 1.5% per month (i.e. 18% APR) from the date of the invoice. See Contract, §5.8.

13. In addition, pursuant to the Contract, the prevailing party is entitled to an award of attorneys' fees. See Ex. 1, §6.8.

COUNT I BREACH OF CONTRACT

14. The allegations of fact set forth in the previous paragraphs are adopted and incorporated herein by reference as if set forth fully in their entirety.

15. The Plaintiff and Defendant are parties to a written Contract, which Contract is attached hereto as Exhibit 1.

16. Defendant has failed to timely and fully pay the Plaintiff for the services it rendered under the Contract prior to Defendant's wrongful attempt to terminate the Contract in December 2021.

17. As a result of the Defendant's payment failures, the Defendant is indebted to the Plaintiff in the principal amount of \$119,285.00 as set forth in Exhibit 2.

18. The failure of the Defendant to pay the Plaintiff within thirty (30) days of the date of Plaintiff's respective invoices constitutes a material breach of the Defendant's obligations under the Contract for which the Plaintiff has and continues to suffer monetary damages of \$119,285.00, payment of accrued (and accruing) interest thereon calculated at the rate of 1.5% per month, and the costs and attorneys' fees necessary to pursue this action.

WHEREFORE, DDG BCT, LLC prays that this Honorable Court:

- 1) Enter a money judgment in its favor and against Defendant RIKAZ PROPERTIES COMPANY, LTD. in the principal amount of \$119,285.00;
- 2) Plus prejudgment interest calculated at the rate of 1.5% per month from the June 15, 2021 and August 15, 2021 invoice dates until the date of judgment;
- 3) Plus additional post-judgment interest at the daily rate of 1.5% per month until all amounts due under the Contract are satisfied; and
- 4) Actual attorneys' fees as proven in connection with the entry of judgment, and costs and expenses of this action.

/s/ Howard S. Stevens

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/s/ Meighan G. Burton

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